

STONE CREEK PHASE 1A and 1B
SUBDIVISION AGREEMENT

This agreement entered into this _____ day of _____, 2015 by and between Blackstone Creek, LLC (Developer) and Heber City (City) as required by Section 18.61.060.001.E of the P.C. Zone.

WHEREAS, the Developer has proposed two plats for a 37 lot subdivision, Stone Creek Phases 1A and 1B in the Planned Community Mixed Use Zone (PCMU) in Heber City;

NOW, THEREFORE, the Parties hereby agree as follows:

1. Area Description. Stone Creek is a phased planned community development (Development) located at approximately 1300 East and 700 North, Heber City, Utah, and described in Exhibit A.
2. Compliance with Master Plan. The Development shall comply with the approved Master Plan (Exhibit B) and Master Plan Agreement, in regard to total number of units, density, general configuration, phasing, open space requirements and uses, and improvements, and shall develop the property pursuant to these provisions as well as all other agreements, provisions or requirements associated but not in conflict with this Agreement and Development. The approved master plan for Stone Creek consists of 60 Acres, 125 residential units, and minimum of 30% total open space, pursuant to the PC Zone Amendment, Section 18.61.090 D.8. The 125 unit calculation derives from an allowable density of 2 units per acre, or 120 units total, plus 5 permitted bonus lots pursuant to Section 18.61.020 E.3.
3. The parties hereby agree as follows:
 - a. Developer and Owner shall be given five (5) bonus residential units, for a total of 125 residential.
 - b. Developer shall, prior to recording each phase of the Phase 1 Subdivision Plat, transfer to the City all required water rights necessary for that phase.
 - c. Developer shall bear the cost for and install, prior to Phase 1A acceptance, the connection to the stub road on 1300 East and 675 North. Developer shall arrange and be responsible for connecting to the 320 North stub when the adjacent phase is developed.

- d. Developer shall bear the cost for and install the planned road improvements to connect 1240 East to the North Connector/Bypass road at the time the Connector road is constructed. Improvements shall also include enhanced landscaping at Mill Road as agreed upon with the neighboring property owners (Wilcox and Piscitelli) to the north and south of Sage Acres Lot 1, per separate letter agreements dated October 25, 2007 and April 18, 2008 respectively.
- e. City shall provide a 66-foot right of way access to the development through Sage Acres Lot 1 for Phase 1 of the development.
- f. All storm drainage facilities within and serving the development shall be private and maintained by the SCHOA, including swales, ponds, berms, pipes, manholes, street inlet boxes, etc.
- g. SCHOA will create an impound account, prior to acceptance of Phase 1A, for road and storm drain maintenance within the development, with an initial amount of \$30,000 deposited in the account for the entire subdivision. SCHOA will include a specific amount in the monthly HOA fee for each homeowner that will be contributed to the impound account for ongoing road maintenance.
- h. City will operate and maintain all irrigation, culinary water, and sewer facilities within the private development, up to and including the water meter vaults, irrigation boxes, and sewer cleanouts on the road right of way line serving each lot per City Standards and Code.
- i. City shall have unrestricted easements and the right of travel along all city utilities for operation, maintenance, and replacement of said utilities. The City shall not be liable for any damages to private structures resulting from lack of maintenance or plowing of private streets which would prohibit City's timely repair of damaged utilities. The City agrees that all repair work will conform to city standards including street repairs. The Developer and SCHOA agree not to charge the City a fee for access, maintenance, and repair of said utilities, such as a road cut fee.

- j. Developer and SCHOA will prohibit structures, fencing, and grade changes along or across all utility easements without written City approval.
- k. For future phases subsequent to Phases 1A and 1B, Developer is will be responsible, as part of the Phase 1A construction, to design and install a 16-inch master planned water line within the alignment of the eastern portion of the Bypass Road, and coordinate the offsite water line construction with the Bypass grading by Red Ledges. City will secure from Red Ledges the easement in the Bypass Road for construction of the water line and the easement for connection of the water line into Stone Creek.. Developer will connect the water system in the development to the City's existing system in Lake Creek Road and Mill Road. City will reimburse Developer for over sizing the waterline from 8-inches to 16-inches, payable upon final acceptance and upon receiving invoices demonstrating actual cost incurred by the developer to install the improvements.
- l. Developer and SCHOA shall disclose to prospective purchasers and include on each recorded plat the following soils information. "A geotechnical report for the subdivision is available in the Heber City Planning Office. This report provides recommendations for construction to address specific soils in the area. Builders are advised to review this report and follow those recommendations, and to consult with a geotechnical engineer if soil conditions are different than described in the report."
- m. Development shall provide City with a noxious weed control plan approved by the Wasatch County Weed Control Board prior to recording the Phase 1A subdivision plat and implement approved measures prior to project acceptance by the City.
- n. Developer shall, prior to issuance of building permits on Phase 1A, provide a sign at the Mill Road entry way with contact information for access to the subdivision.
- o. Landscaping of open space within each phase of the development shall be constructed as shown on the landscaping improvement plans, including top soil, ground cover, irrigation systems, and trees. Landscaping of the open space shall be completed for each phase by

the developer prior to issuing more than 50 percent of the building permits for said phase.

- p. SCHOA shall maintain its designated trails within the subdivision, and have the right to make its trail system open for public use at its discretion.
 - q. If agreed to by Red Ledges, Primary access during construction of the subdivision shall be through the Red Ledges Bypass road at 580 North on the east side of the subdivision, with secondary access through the 675 North stub road. Developer shall inform contractors and subcontractors of the construction access locations, and place appropriate construction access signs at these entrances; a "construction access prohibited" sign shall be placed at the north end of 1300 East.
 - r. Developer shall repay, prior to starting Phase 1A, an outstanding balance of \$1,952.94 owed to the City for inspection and other construction services performed in the past on this subdivision.
- 4. The parties agree that the Phase 1A plat (Exhibit C) will be constructed prior to or at the same time as Phase 1B (Exhibit D), and that no building permits shall be issued for each phase until all improvements are completed and the phase is accepted by the City.
 - 5. Infrastructure improvement costs shall be paid by, and be the sole responsibility of, the Developer, their assigns, transferees or successors as owners or developers except as outlined above.
 - 6. Developer shall execute a performance agreement and provide a cash bond or letter of credit acceptable to the City to guarantee completion of the City's public improvements prior to recording a plat.
 - 7. Upon the full and complete performance of all of the terms and conditions of this Agreement by the Developer, their assigns, transferees or successors, and upon the City's approval of the public improvements identified in paragraph 3.h, and acceptance of the subdivision as complete, which shall not be unreasonably withheld, the City agrees to take over and assume responsibility for those improvements and begin issuing building permits. Nothing contained herein shall be construed in any way to render the City liable for

any charges, costs, or debts for material, labor, or other expenses incurred in the initial making of these public improvements.

8. This Agreement contains the entire agreement between the Parties, and no statement, promise or inducement made by either party hereto, or agent of either party hereto which is not contained in this written Agreement shall be valid or binding. This Agreement may not be enlarged, modified or altered except in writing approved by the Parties.
9. This Agreement shall be a covenant running with the land, and shall be binding upon the Parties and their assigns and successors in interest. This Agreement shall be recorded with the Wasatch County Recorder.
10. In the event there is a failure to perform under this Agreement and it becomes reasonably necessary for either party to employ the services of an attorney in connection therewith (whether such attorney be in-house or outside counsel), either with or without litigation, on appeal or otherwise, the prevailing party in the controversy shall be entitled to recover its reasonable attorney's fees incurred by such party and, in addition, such reasonable costs and expenses as are incurred in enforcing this Agreement.

DATED this _____ day of _____, 2015.

HEBER CITY, UTAH

By: _____
ALAN MCDONALD, Mayor

ATTEST:

By: _____
Heber City Recorder

BLACKSTONE CREEK, LLC

By: _____
Rich Hansen - Vice President

On this _____ day of _____, 2015, personally appeared before me the above named Owner, who duly acknowledged to me that he is the Owner in fee, and Developer, and executed the same as such.

NOTARY PUBLIC

EXHIBIT A: LEGAL DESCRIPTION

BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS SOUTH 0°02'25" EAST 2666.17 FEET ALONG A SECTION LINE AND EAST 441.20 FEET FROM THE NORTHWEST CORNER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN.

THENCE NORTH 00°32'29" EAST 527.33 FEET; THENCE NORTH 00°41'27" WEST 804.50 FEET; THENCE NORTH 89°58'44" EAST 252.13 FEET; THENCE SOUTH 00°47'00" EAST 65.57 FEET; THENCE NORTH 89°59'13" EAST 90.18 FEET; THENCE SOUTH 00°01'17" EAST 174.58 FEET; THENCE SOUTH 05°48'38" EAST 50.00' FEET; THENCE SOUTH 03°08'08" WEST 462.87 FEET; THENCE SOUTH 02°36'38" EAST 84.55 FEET; THENCE SOUTH 39°49'09" EAST 127.43 FEET; THENCE SOUTH 09°59'24" EAST 93.99 FEET; THENCE SOUTH 51°22'52" EAST 77.57 FEET; THENCE SOUTH 63°40'24" EAST 72.31 FEET; THENCE SOUTH 20°59'19" WEST 135.01 FEET; THENCE ALONG THE ARC OF 485.00 FOOT RADIUS CURVE 97.95 FEET TO THE RIGHT (CURVE HAS A CENTRAL ANGLE OF 11°34'17" AND A CHORD BEARING SOUTH 75°13'25" EAST 97.78 FEET); THENCE SOUTH 16°25'19" WEST 50.00 FEET; THENCE ALONG THE ARC OF 15.50 FOOT RADIUS CURVE 27.53 FEET TO THE LEFT (CURVE HAS A CENTRAL ANGLE OF 101°45'28" AND A CHORD BEARING SOUTH 55°32'35" WEST 24.05 FEET); THENCE ALONG THE ARC OF 37.50 FOOT RADIUS CURVE 25.43 FEET TO THE RIGHT (CURVE HAS A CENTRAL ANGLE OF 38°51'34" AND A CHORD BEARING SOUTH 24°05'38" WEST 24.95 FEET); THENCE ALONG THE ARC OF 20.00 FOOT RADIUS CURVE 4.39 FEET TO THE RIGHT (CURVE HAS A CENTRAL ANGLE OF 12°33'47" AND A CHORD BEARING SOUTH 37°14'31" WEST 4.38 FEET); THENCE WEST 693.99 FEET TO THE POINT OF BEGINNING.

CONTAINING: 11.42 ACRES

BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS SOUTH 0°02'25" EAST 2666.17 FEET ALONG A SECTION LINE AND EAST 494.97 FEET FROM THE NORTHWEST CORNER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN.

THENCE ALONG THE ARC OF 20.00 FOOT RADIUS CURVE 4.39 FEET TO THE RIGHT (CURVE HAS A CENTRAL ANGLE OF 12°33'47" AND A CHORD BEARING SOUTH 37°14'31" WEST 4.38 FEET); THENCE ALONG THE ARC OF A 37.50 FOOT RADIUS CURVE TO THE RIGHT 25.43 FEET (CURVE HAS A CENTRAL ANGLE OF 38°51'34" AND A CHORD BEARING SOUTH 24°05'38" WEST 24.95 FEET); THENCE ALONG THE ARC OF A 15.50 FOOT RADIUS CURVE 27.53 FEET TO THE RIGHT (CURVE HAS A CENTRAL ANGLE OF 101°45'28" AND A CHORD BEARING SOUTH 55°32'35" WEST 24.05 FEET); THENCE NORTH 16°25'19" EAST 77.57 FEET; THENCE ALONG THE ARC OF A 485.00 FOOT RADIUS CURVE 35.05 FEET TO THE RIGHT (CURVE HAS A CENTRAL ANGLE OF 4°08'25" AND A CHORD BEARING NORTH 71°30'29" WEST 35.04 FEET); THENCE NORTH 20°59'19" EAST 135.01 FEET; THENCE SOUTH 72°33'22" EAST 80.07 FEET; THENCE EAST 178.94 FEET; THENCE SOUTH 78°16'11" EAST 369.97 FEET; THENCE SOUTH 89°12'37" EAST 95.30 FEET; THENCE SOUTH 02°54'21" WEST 62.46 FEET; THENCE ALONG THE ARC OF A 2025.00 FOOT RADIUS CURVE 57.23 FEET TO THE RIGHT (CURVE HAS A CENTRAL ANGLE OF 01°37'09" AND A CHORD BEARING NORTH 02°05'46" EAST 21.94 FEET); THENCE NORTH 89°09'43" EAST 50.04 FEET; THENCE ALONG THE ARC OF A 15.50 FOOT RADIUS CURVE 24.44 FEET TO THE RIGHT (CURVE HAS A CENTRAL ANGLE OF 90°20'33" AND A CHORD BEARING SOUTH 43°49'52" EAST 21.99 FEET); THENCE SOUTH 00°01'41" EAST 50.04 FEET; THENCE ALONG THE ARC OF A 15.50 FOOT RADIUS CURVE 24.60 FEET TO THE RIGHT (CURVE HAS A CENTRAL ANGLE OF 90°56'04" AND A CHORD BEARING SOUTH 44°26'16" WEST 22.10 FEET); THENCE NORTH 89°22'15" WEST 50.02 FEET; THENCE ALONG THE ARC OF A 2025.00 FOOT RADIUS CURVE 46.20 FEET TO THE LEFT (CURVE HAS A CENTRAL ANGLE OF 01°18'26" AND A CHORD BEARING NORTH 01°38'32" WEST 46.20 FEET); THENCE SOUTH 02°17'45" EAST 250.59 FEET; THENCE SOUTH 87°42'15" WEST 135.00 FEET; THENCE SOUTH 47°48'58" WEST 220.62 FEET; THENCE SOUTH 89°29'53" WEST 227.52 FEET; THENCE SOUTH 36°36'52" WEST 84.03 FEET; THENCE SOUTH 03°33'41" WEST 80.78 FEET; THENCE SOUTH 68°04'28" WEST 33.23 FEET; THENCE NORTH 03°33'41" EAST 685.47 FEET; THENCE WEST 211.43 FEET TO THE POINT OF BEGINNING. CONTAINING: 9.48 ACRES

PARCEL SERIAL NUMBER: OHE-1988-0-033-035

EXHIBIT B: STONE CREEK MASTERPLAN

EXHIBIT C: PHASE 1A



